



County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
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First District

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Third District

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MICHAEL D. ANTONOVICH
Fifth District

May 15, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE THE INTRODUCTION OF AN ORDINANCE TO AMEND THE ELECTRIC
FRANCHISE GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY BY
ORDINANCE NO. 7062, AS AMENDED, AND APPROVE AN AMENDMENT TO AN
AGREEMENT FOR THE PREVENTION AND ABATEMENT OF GRAFFITI
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Approval of these recommendations amends an existing electrical transmission and distribution franchise granted to Southern California Edison Company and amends an existing supplemental agreement with Southern California Edison Company for prevention and abatement of graffiti.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the introduction of an ordinance to amend the electrical transmission and distribution franchise granted to Southern California Edison Company, a California corporation by Ordinance No. 7062, as amended, to extend the term of the franchise through December 31, 2013.
2. Introduce, waive reading, and place on your Board's agenda for adoption on May 22, 2012, the accompanying ordinance that implements the above recommendation, becoming operative July 1, 2012.

"To Enrich Lives Through Effective And Caring Service"

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3. Approve and instruct the Chairman of the Board to execute the accompanying "Amendment No. 2 to the Graffiti Abatement and Coordination Agreement," to extend through December 31, 2013, a cooperative program for the prevention and removal of graffiti from Edison's above-ground electric facilities.
4. Find that this project is categorically exempt under the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State of California Environmental Quality Act Guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to adopt an ordinance to extend the term of the electrical franchise granted to Southern California Edison Company, a California corporation (Edison), in order to provide additional time for interested stakeholders within the County and the utility industry to review proposed revisions to the County's franchise codes; to negotiate the terms and conditions of a new longer-term franchise with Edison; to amend and extend the term of the Graffiti Abatement and Coordination Agreement with Edison, a cooperative program for prevention and abatement of graffiti.

Implementation of Strategic Plan Goals

The County Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize and support timely delivery of efficient public services and provide access to delivery of customer-oriented municipal services. Your Board's adoption of an ordinance to extend the term of the Edison franchise and approval of an amendment to extend the term of Edison Graffiti Abatement and Coordination Agreement is consistent with these goals.

FISCAL IMPACT/FINANCING

Edison has paid the County a one-time fee of \$5,000 to process an ordinance to amend the franchise, and will continue to pay an annual franchise fee and a "municipal public lands use surcharge" (surcharge) pursuant to California Public Utilities Code. Edison paid a franchise fee of \$5.89 million and a surcharge of \$346,458 for the 2011 calendar year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 27, 1956, your Board adopted Ordinance No. 7062, granting a 50-year County-wide electrical franchise to Edison that expired December 27, 2006. By adopting Ordinance No. 2011-0026F, your Board extended the term of the Edison franchise through June 30, 2012. Upon your Board's adoption of the accompanying ordinance, the term of the Edison franchise will be extended through December 31, 2013.

The Honorable Board of Supervisors
May 15, 2012
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Upon approval of Amendment No. 2 by your Board, the Graffiti Abatement and Coordination Agreement with Edison will be extended conterminously with the term of the Edison franchise through December 31, 2013.

The Department of Public Works and Fire Department have reviewed this request and have no objections. County Counsel has reviewed the accompanying ordinance to amend the Edison franchise and Amendment No. 2 to the Graffiti Abatement and Coordination Agreement and approved them as to form.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board actions will not impact any current services or future projects.

CONCLUSION

Instruct the Executive Officer, Board of Supervisors, to send conformed copies of the adopted Board recommendation, adopted ordinance, and adopted amendment to the Graffiti Abatement and Coordination Agreement to: Mr. David E. Van Iderstine, Director of Local Public Affairs, Southern California Edison Company, 2244 Walnut Grove Avenue, Room 372, Rosemead, California 91770, and the offices of County Counsel, Department of Public Works, Fire Department, and the Chief Executive Office, Real Estate Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer


WTF:RLR
CMM:RB:kb

c: Executive Office, Board of Supervisors
County Counsel
Fire
Public Works

ANALYSIS

This ordinance amends the electrical transmission and distribution franchise granted to Southern California Edison Company, a California corporation (Franchisee), by Ordinance No. 7062, as amended, to extend the term of the franchise through December 31, 2013.

JOHN F. KRATTLI
Acting County Counsel

By 
KATHY BRAMWELL
Principal Deputy County Counsel
Contracts Division

KB:pt

Requested: 03-20-12
Revised: 03-21-12

ORDINANCE NO. _____

An ordinance amending Ordinance No. 7062, as amended, relating to the electrical transmission and distribution franchise granted to Southern California Edison Company, a California corporation.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 1 of Ordinance No. 7062, as amended, is hereby amended to read as follows:

SECTION 1. Franchise Term, Grant.

The right, privilege, and franchise is hereby granted to the Southern California Edison Company, a corporation organized and existing under and by virtue of the laws of the State of California (the "Grantee" and or "Franchisee"), its successors and assigns, through ~~June 30, 2012~~December 31, 2013, to erect, construct, operate, alter, maintain, and use an electric distribution and transmission system consisting of poles, towers, crossarms, conduits, manholes, vaults, cables, wires, transformers, switches, and other equipment, appliances and appurtenances, including communication circuits, for the purpose of conducting, transmitting, and distributing electricity and electrical energy for light, heat and power purposes, and for any and all other purposes for which electricity can be used, on, along, upon, over, in, under, and across the highways within the County of Los Angeles, State of California (County), together with the right to erect, construct, operate, alter, maintain, and use a private communication system, consisting of poles, towers, conductors, crossarms, conduits, cables, wires and other equipment, appliances, and appurtenances, including communication circuits; said private

Communication system to be used solely in connection with the operation and maintenance of Grantee's electric system. The privileges granted by this franchise apply only to territory within the County which, upon the effective date of this ordinance, is unincorporated.

SECTION 2. The operative date of this ordinance shall be July 1, 2012.

[SOCALED COFRNK BCC]

**AMENDMENT NO. 2 TO THE GRAFFITI ABATEMENT AND COORDINATION
AGREEMENT BY AND BETWEEN SOUTHERN CALIFORNIA EDISON COMPANY
AND THE COUNTY OF LOS ANGELES**

This Amendment to the Graffiti Abatement and Coordination Agreement, as amended ("Amendment No. 2") by and between Southern California Edison Company, a California Corporation ("SCE"), and the County of Los Angeles ("County"), is hereby made and entered into on the day, month and year it is fully executed by the County hereinbelow.

RECITALS

WHEREAS, the County is a duly organized subdivision of the State of California;

WHEREAS, the County in pertinent part provides law enforcement services to the unincorporated portions of the County of Los Angeles;

WHEREAS, SCE is a regulated public utility operating under the laws of the State of California;

WHEREAS, over the course of time, the County has attempted to control and remediate the problems associated with graffiti in the public rights-of-way and elsewhere;

WHEREAS, SCE's electric facilities installed in the public right-of-way are particularly vulnerable to graffiti;

WHEREAS, SCE and the County entered into a Graffiti Abatement and Coordination Agreement on December 15, 2009;

WHEREAS, the Graffiti Abatement and Coordination Agreement, as amended, was to remain in effect through June 30, 2012;

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants and agreements hereinafter contained, the parties hereto and each of them do agree to amend the Graffiti Abatement and Coordination Agreement as follows:

SECTION 1. Section 12.0 of the Graffiti Abatement and Coordination Agreement, as amended, is hereby amended as follows:

Section 12.0 Term of Agreement. This Agreement shall remain in effect through December 31, 2013, or until earlier terminated by the mutual written consent of SCE and the County.

SECTION 2. All undefined terms when used herein shall have the same respective meanings as set forth in the Graffiti Abatement and Coordination Agreement, as amended, unless expressly provided otherwise in this Amendment No. 2.

SECTION 3. Each of the signatories for this Amendment No. 2 personally covenant, warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Amendment No. 2 upon the terms and conditions stated herein and each agrees to indemnify and hold the County harmless from all damages, costs, and expenses that result from a breach of this representation.

SECTION 3. In the event of a conflict between the terms and conditions of this Amendment No. 2 and the terms and conditions of the Graffiti Abatement and

Coordination Agreement, as amended, the terms and conditions of this Amendment No. 2 shall prevail. All other terms and conditions contained in the Graffiti Abatement and Coordination Agreement, as amended, shall remain in full force and effect.

[END OF TERMS]

The foregoing was on this ____ day of _____, 20____, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

COUNTY OF LOS ANGELES

By _____
Zev Yaroslavsky, Chairman

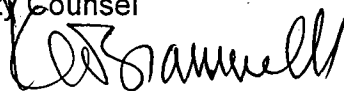
ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
Of the Board of Supervisors

By _____
Deputy

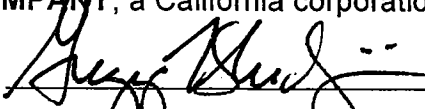
APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By: 
Kathy Bramwell
Principal Deputy County Counsel

IN WITNESS WHEREOF, Southern California Edison Company has caused this Amendment No. 2 to the Graffiti Abatement and Coordination Agreement to be executed on its behalf, effective on the day, month and year first written above.

**SOUTHERN CALIFORNIA EDISON
COMPANY**, a California corporation

By: 
Gregg Kludjian
Print Name
Director
Title